

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

SAMIR SAID,

Plaintiff,

v.

AXA EQUITABLE LIFE INSURANCE
COMPANY,

Defendant.

Civil Action No.

NOTICE OF REMOVAL

**TO: UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

PLEASE TAKE NOTICE that Defendant, AXA Equitable Life Insurance Company (“AXA”), hereby removes the above-captioned action from the Superior Court of New Jersey, Law Division, Bergen County, to the United States District Court for the District of New Jersey, pursuant to 28 U.S.C. § 1332 and 28 U.S.C. § 1441, *et seq.*, and in connection therewith, alleges as follows:

1. An action has been commenced and is now pending in the Superior Court of New Jersey, Law Division, Bergen County, entitled *Samir Said v. AXA Equitable Life Insurance Company*, bearing Docket No. BER-L-4294-17. A copy of the Summons and Complaint filed in the State Court action is attached hereto and incorporated by reference as **Exhibit 1**.

2. This Notice of Removal is timely in accordance with the requirements of U.S.C. § 1446(b), as it has been filed within thirty (30) days after service of the State Court Summons and Complaint. No further proceedings have occurred in this action.

JURISDICTION

3. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1). Accordingly, this action is one that may be removed to this Court by Defendants pursuant to 28 U.S.C. § 1441 in that this is a civil action wherein the matter in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs, and the action is between citizens of different states.

4. Plaintiff, Samir Said (“Said”) is and was at the time of removal an individual residing in Fairview, New Jersey. (See **Exh. 1**, at ¶ 1)

5. Defendant, AXA, is and was at the time of removal, an insurance company duly authorized and existing under the laws of the State of New York, with a principal place of business in New York.

FACTUAL BACKGROUND

6. This action arises out of a disability income policy (the “Policy”) which was issued by AXA to Said in or about July 1989. (See **Exh. 1**, First count, at ¶ 3) Said alleges that AXA breached the Policy by wrongfully cancelling the Policy and refusing to make further payments under the Policy. (See **Exh. 1**, First Count, at ¶¶ 3-4) Said has asserted five counts against AXA, sounding in: (1) breach of contract; (2) breach of the implied covenant of good faith and fair dealing; (3) violation of the New Jersey Consumer Fraud Act; (4) breach of fiduciary duty and bad faith; and (5) unfair trade practices. (See **Exh. 1**)

7. Said claims that he has been damaged by AXA’s alleged conduct in the sum of \$2,000.00 per month from April 1, 2017 to present and ongoing, with interest. (See **Exh. 1**, First Count, at ¶ 11). Said further claims that AXA breached the implied covenant of good faith and fair dealing, and that as a result Said has been damaged in an amount in excess of one million

dollars (\$1,000,000.00). (See **Exh. 1**, Second Count, at ¶¶ 2-3) Said also seeks compensatory damages, treble damages, attorneys' fees, consequential, actual and punitive damages, and costs. (See **Exh. 1**, Third Count, Fourth Count, and Fifth Count)

8. Accordingly, the amount in controversy herein exceeds \$75,000.00, exclusive of interest and costs provided by 28 U.S.C § 1332. Complete diversity exists between Said and AXA. This case is therefore within the original jurisdiction of this Court pursuant to 28 U.S.C. § 1332(a)(1) and is removable pursuant to 28 U.S.C. § 1441(a).

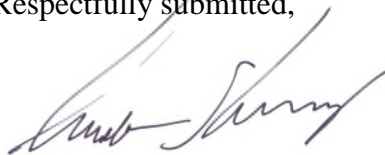
9. Pursuant to the provisions of 28 U.S.C. § 1446(a), AXA has attached herewith and incorporate by reference a copy of the Summons and Complaint filed in the Superior Court of New Jersey, Law Division, Bergen County. (See **Exh. 1**)

10. AXA will provide immediate notice of the filing of this Notice to Said as required by 28 U.S.C § 1446(d).

WHEREFORE, Defendants respectfully request that the action presently pending in the Superior Court of New Jersey, Law Division, Mercer County, be removed to the United States District Court for the District of New Jersey.

Date: September 12, 2017

Respectfully submitted,



Andrew I. Hamelsky, Esquire
(NJ Attorney ID 0451119994)
WHITE AND WILLIAMS LLP
The Legal Center
One Riverfront Plaza
1037 Raymond Boulevard, Suite 230
Newark, New Jersey 07102-5425
Phone: 201-368-7200

*Attorneys for Defendant
AXA Equitable Life Insurance Company*